

**SECTION E -- INSPECTION AND ACCEPTANCE****E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
[www.arnet.gov/far/](http://www.arnet.gov/far/).

(End of clause)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

**FOR FIXED PRICE TASKS:**

52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

**FOR TIME AND MATERIAL TASKS:**

52.246-6	INSPECTION – TIME AND MATERIAL AND LABOR HOURS	MAY 2001
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**E.2 GENERAL REQUIREMENTS FOR INSPECTION AND APPROVAL****E.2.1 Deliverable Certification**

The Contractor shall certify, in writing to the Contracting Officer, that the deliverables are complete and ready for inspection in accordance with the requirements of this contract.

**E.2.2 Deliverable Quality Standards**

The Government will work with the Contractor to define specific quality standards for each deliverable. For the documents themselves, the Government expects them to be timely, thorough, and accurate. That is, they arrive at the designated Government facility on or before the scheduled due date; they completely address the Government's requirements; and the documents have no more than a few minor errors. As each deliverable is usually the end result

of a series of activities, prior to starting on each task, it is vital that the Contractor and the Government agree on the approach for the deliverable, the activities involved to develop it, and the outline/organization and any other expectations for the final product.

### **E.2.3 Deliverable Inspection, Reviews and Acceptance**

The Contractor shall incorporate adequate time for Census Bureau review and approval of materials into all schedules. Unless otherwise specified in the contract, or by mutual agreement in writing, the initial review by the Census 2010 Publicity Office (C2PO) will take two (2) weeks (ten working days) and the final approval through all necessary Census Bureau offices will take three (3) additional weeks (15 working days). In some cases, additional review time may be needed once the Contractor has incorporated the Census Bureau's changes. This additional review should take no more than three working days.

Any deficiencies identified during the review process shall be corrected by the Contractor and incorporated into the final deliverable for resubmission to the Government within five (5) business days after notification.

Only the Contracting Officer, or his/her duly authorized representative, may approve deliverables under this contract.

### **E.3 TRANSFER OF OWNERSHIP AND RISK OF LOSS**

Ownership of deliverable products shall pass to the Census Bureau upon formal approval, regardless of when or where the Census Bureau takes physical possession. Unless the contract specifically provides otherwise, risk of loss of or damage to products shall remain with the Contractor until delivered and approved by the Census Bureau. Nonconforming products remain with the Contractor until approval or cure. The Contractor shall not be liable for loss of or damage to products caused by the negligence of officers, agents, or employees of the Census Bureau acting within the scope of their employment.

**[End of Section E]**